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13
14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE DISTRICT OF NEVADA**

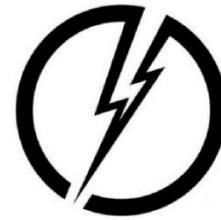
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17 AXON ENTERPRISE, INC., a Delaware)
18 Corporation,)
19 Plaintiff,) **Case No. 2:20-cv-01344-JAD-MDC**
20 v.)
21 LUXURY HOME BUYERS, LLC d/b/a/) **STIPULATION AND ORDER FOR**
22 ACCREDITED FINANCIAL SERVICES,) **PERMANENT INJUNCTION &**
a Nevada Limited Liability Company,) **TO DISMISS CASE**
23 Defendant.)
24) ECF No. 95
25)

26 On July 20, 2020, Plaintiff Axon Enterprise, Inc. (“Axon”) filed its Complaint in this matter against
27 Defendant Luxury Home Buyers, LLC (“LHB”), d/b/a Accredited Financial Services, alleging (1)
28

1 Trademark Infringement under 15 U.S.C. § 1114(A), (2) False Advertising under 15 U.S.C. § 1125(a), (3)
 2 False Designation of Origin under 15 U.S.C. § 1125(a), (4) Cybersquatting under 15 U.S.C. § 1125(d),
 3 and (5) Deceptive Trade Practices under N.R.S. § 598.0915.

4 Axon manufactures and sells TASER®-brand energy weapons worldwide and is the exclusive
 5 owner of the following federal trademark registrations:

6 **TASER**



7
 8 Stylish TASER Mark
 9 2005 Reg. No. 3010500

10
 11 Globe/Bolt Logo
 12 2007 Reg. No. 3255255

13 Circle/Bolt Logo
 14 2015 Reg. No. 4680816

15 Axon is also the exclusive owner of federal trademark Registration Nos. 3404298 and 3693311 issued in
 16 2008 and 2009 respectively, for the standard TASER Word Mark as applied to, among other things, energy
 17 weapons and cartridges.

18 LHB buys and resells used TASER energy weapons through Accredited Financial Services and its
 19 affiliates Accredited Security, Accredited Safety, Accredited Sales, and Mr. Stungun. The business is
 20 solely owned and operated by Jeff Wenger (“Wenger”). Axon is not associated with LHB, its affiliates,
 21 or Wenger and does not license, authorize, sponsor, endorse, or approve Accredited to sell or “refurbish”
 22 its TASER energy weapons or use its TASER Marks or Logos in any advertising.

23 On July 19, 2023, the Court granted partial summary judgment to Axon on its false-advertising
 24 and deceptive-trade-practices claims and permanently enjoined Accredited from making statements
 25 claiming sponsorship by or affiliation with Axon or ownership of any Axon Marks (Doc. 70). On January
 26 16, 2024, the Court granted summary judgment to Axon on its trademark infringement and false-
 27 designation-of-origin claims (Doc. 88), and on March 8, 2024 expanded its previous injunction to include
 28 the following:

- 1 LHB and its affiliates are permanently enjoined from using any TASER Logos or the Stylized
2 TASER Mark on any of their websites, brochures, letters, emails, and other advertising materials;
- 3 LHB and its affiliates must restrict the use of the standard TASER Word Mark to plaintext of the
4 same size as the predominant document text; and
- 5 LHB and its affiliates must include the following disclaimer of affiliation and ownership on
6 websites and advertising materials in a type size not smaller than the smallest type on the page:

7 “TASER® is a registered trademark of Axon Enterprise, Inc. Accredited Security
8 is not affiliated with Axon, and Axon does not sponsor or endorse Accredited
9 Security or any of its products or services. Any use of the TASER® mark is for
identification purposes only.”

10 (Doc. 93).

11 The Parties now wish to resolve Axon’s remaining claims in this matter and hereby stipulate,
12 consent, and agree to the following additional terms to be incorporated into the Court’s final judgment
13 and injunction.

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Court’s final judgment
15 and injunction (ECF Nos. 70 and 93) is hereby amended to include the following additional terms:

16 1. LHB and its affiliates agree that any plaintext use of the TASER Word Mark will always
17 be written in all capital letters and include the ® symbol with at least its first use in any letter, brochure,
18 or other advertising material. The ® symbol must also be incorporated with the first use of the TASER
19 Word Mark on each webpage and in each footer disclaimer.

20 2. Disclaimers included in a footer must be called out in text by use of a footnote number or
21 asterisk to direct the reader’s attention to the additional information and in a font size not smaller than the
22 font size used by text in the predominant portion of the document.

23 3. All warranty offers and warranty documentation pertaining to the sale of used TASER
24 energy weapons (e.g., “COMPREHENSIVE ONE-YEAR WARRANTY,” “full One Year Warranty,” or
25 similar warranty language or terms), must include the following disclaimer::

26 “Axon does not offer or honor any warranty on used TASER® energy weapons purchased
27 through Accredited Security [or other LHB Affiliate Name as applicable].”

1 4. If a representation is made that the TASER X26 model is updated or refurbished with the
2 “latest software,” Accredited Security [or other LHB Affiliate Name as applicable] must include a
3 disclaimer that:

5 “Axon has discontinued the X26 energy weapon and does not offer a firmware update
6 beyond 2014.”

7 5. If LHB continues to describe its products as “refurbished” rather than used, its websites
8 and advertising materials/communications must include a disclaimer that::

9 “An energy weapon’s internal electronics are sonically sealed by the manufacturer and
10 cannot be refurbished. Because these components wear out over time, which may increase
11 the risk of failure in the field, Axon does not recommend use beyond their 5-year useful
life.”

12 Because the internal electronics cannot be refurbished, LHB and its affiliates are enjoined from
13 representing that its refurbished TAESR weapons are “completely refurbished,” “work like new,” or
14 similar verbiage.

15 6. LHB and its affiliates are enjoined from representing that its products are “factory
16 refurbished,” “refurbished to factory standards,” or similar verbiage suggesting affiliation with the
17 manufacturer.

18 7. LHB is enjoined from representing that it is an Axon distributor or authorized TASER
19 distributor, dealer or reseller, and is prohibited from posting on its websites or other advertising material
20 any image of Wenger or other employee or agent wearing Axon or TASER apparel.

22 8. LHB and its affiliates represent and warrant that all offers to sell TASER-related domain
23 names have been removed from the internet, including from <https://www.usedtaserforsale.com/links.html>,
24 <http://cyberstation.com/links.html>, <http://www.internetcompanyna.com>, and <http://www.tasers.org>, and
25 will not be reestablished on any LHB website or advertising.

27 9. LHB agrees to immediately transfer to Axon the following TASER-related domains owned
28 or controlled by LHB or its affiliates or Wenger:

1 TASER.ORG
2 TASERDISTRIBUTOR.COM
3 TASERGIRL.COM
4 TASERS.ORG
5 TASERSTUNGUN.COM
6 TASERWEAPON.COM
7 TASERWEAPONS.COM
8 TAZERS.COM
9 USEDGTASERFORSALE.COM
10 USEDGTASERSFORSALE.COM
11 TASERCARTRIDGE.COM
12 TASERCARTRIDGES.COM
13 TASERHOLSTER.COM
14 TASERLAW.COM

15 10. LHB and its affiliates represent and warrant that all other TASER-related domains
16 previously offered for sale have expired or are now owned by unaffiliated registrants.

17 11. LHB and its affiliates are permanently enjoined from owning or registering any domain
18 that includes the TASER Word Mark, the confusingly similar word TAZER, or TASER energy weapon
19 model names.

20 12. This injunction applies to LHB and its affiliates, officers, agents, employees, and any other
21 persons within its control who are in active concert or participation with them, each of whom are enjoined
22 from directing or causing anyone else to perform any act set forth herein that LHB cannot itself perform.

23 13. Based on the foregoing, Axon agrees to dismiss its remaining cybersquatting, false
24 advertising, and deceptive trade practices claims, each party to bear its own attorneys' fees and costs. With
25 the entry of the above specified permanent injunction, Axon also waives entitlement to monetary damages
26 for its trademark infringement, false designation of origin, and false advertising claims previously granted
27 by the Court.

28 14. This Court shall retain jurisdiction to enforce the Parties' stipulated permanent injunction.

15. Based on the above, the Parties request that the settlement conference currently set for
16 March 27, 2024 (Doc. 89) be vacated.

1 IT IS SO AGREED AND STIPULATED on this 20th day of March, 2024.

2 /s/ Pam Petersen

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21 **ORDER**

22 Based on the parties' stipulation [ECF No. 95] and with good cause appearing,
23 IT IS ORDERED that **the Order [70] and Permanent Injunction [93] are amended**
24 **as set forth above;**

25 The settlement **conference scheduled for March 27, 2024 [84]** is VACATED;

26 All remaining **claims are DISMISSED**; and

27 The Clerk of Court is directed to **CLOSE THIS CASE**.